

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 7424

Now comes the defendant and demurs to the complaint heretofore filed in said cause and to each count thereof, separately and severally, and as grounds for said demurrer assign the following, separately and severally:

- C. LeNOIR THOMPSON and JAMES R. OWEN

FILED  
APR 12 1957  
JUNE 1 1957, CLERK  
REGISTERED

SULA E. SMITH	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
J. B. SHIVER,	)	11424
Defendant.	)	

COUNT ONE

Plaintiff claims of the Defendant the sum of TEN THOUSAND (\$10,000.00) DOLLARS as damages, for the breach of a written lease entered into by the Plaintiff with the Defendant on, to-wit: the 3rd day of November, 1964, and ending on April 1, 1970, a copy of the said lease is attached hereto and incorporated herein as though fully set out.

That in and by the terms of said lease, the Plaintiff agreed for the rent being abated from a period of November 1, 1964 to April 1, 1965 that she would install septic tanks, lines and facilities complete for two restrooms attached to the said building.

Plaintiff further avers that she agreed to improve the floor in the cafe building to meet the requirements of the Baldwin County Health Department.

Plaintiff avers that she has carried out all the provisions of the said lease, but that the Defendant has breached the said lease in that Defendant has wrongfully and willfully entered upon the premises and harassed and intimidated your Plaintiff from the date of the inception of said lease, that the Defendant has failed and refused to allow the Plaintiff to erect a sign advertising her said business, and continued to harass her until she was forced to close her said business on, to-wit: the 1st day of July, 1965, and that your Plaintiff has not been able to re-open her business from that date.

COUNT TWO

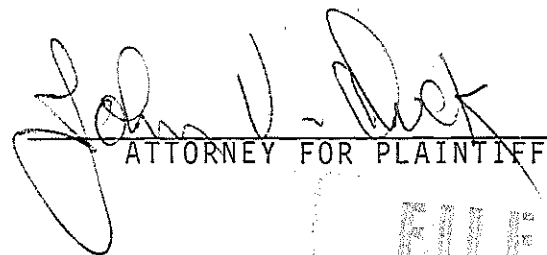
Plaintiff claims of the Defendant the sum of TEN THOUSAND (\$10,000.00) DOLLARS as damages for the breach of a written lease entered into by the Plaintiff with the Defendant on, to-wit: the

3rd day of November, 1964 and ending on the 1st day of April, 1970.

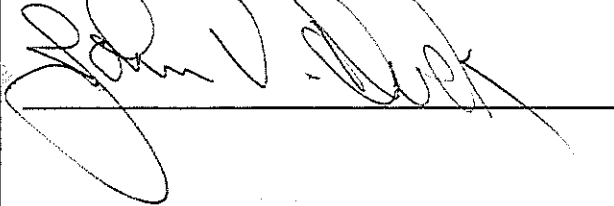
Plaintiff alleges that the Defendant has breached the terms of said lease in that on, to-wit: the 15th day of June, 1966 the Defendant filed an action of unlawful detainer against her in the Justice Court of J. A. Redding of Baldwin County, Alabama to forcibly evict her from the said premises, even though she had complied with all of the terms of the said lease, and that her rent was not in arrears at the time of the filing of the unlawful detainer.

Plaintiff further avers that she has expended large sums of money in and about the improvement of the premises, and that due to the harassment, intimidation and the suit being filed by the Defendant, she has not had the quiet enjoyment of the premises since on, to-wit: the 1st day of July, 1965.

WHEREFORE, Plaintiff claims she has been damaged as afore-said and that she is entitled to the sum of, to-wit: TEN THOUSAND (\$10,000.00) DOLLARS.

  
ATTORNEY FOR PLAINTIFF

Plaintiff respectfully demands  
a trial by Jury.



FILED  
MAR 24 1967  
JULIE L. DICK, CLERK  
JULIE L. DICK, RECTOR

STATE OF ALABAMA

BALDWIN COUNTY

*h. e. d. i*  
J. B. Shiver, as lessor and Mrs. Zula P. Smith, as lessee, do by the terms of this instrument enter into the following lease on the property as described owned by the said J. B. Shiver under the following terms and conditions:

I, J. B. Shiver do hereby lease to Mrs. Zula P. Smith that certain cafe building and premises immediately adjacent thereto for use by said lessee and customers which cafe building is located on my premises at and adjoining the service station operated by me on U. S. Highway 31 in the Community of Spanish Fort, Baldwin County, Alabama.

The terms of said lease which the parties hereto have agreed are as follows:

That the rent for the period from November 1, 1964, to April 1, 1965, shall be without cash payment, the consideration therefor being the installation of septic tanks, lines and the facilities complete for two restrooms attached to the said building and installed.

And further, said lessee shall improve the floor in the cafe building to meet the requirements of the Baldwin County Health Department.

And further the said tenant shall pay the sum of \$50.00 each month beginning with April 1, 1965, and on the 1st day of each month in advance thereafter to April 1, 1967. The improvements noted above being part of the consideration of said rent in addition to the \$50.00 payable each month;

And further, said tenant shall pay the sum of \$100.00 monthly in advance beginning April 1, 1967 to April 1, 1970, which sum being the reasonable rental agreed upon by the parties hereto for the premises;

Said tenant agrees to maintain said building and all facilities connected therewith in good operating condition

subject to reasonable wear and tear.

Said tenant further agrees to supervise the parking of customers to be served by said tenant in order that and for the purpose of keeping the driveway from U. S. Highway 31 to said premises and to adjoining premises free and clear for regular traffic.

It is further agreed between the parties that no alcoholic beverages shall be sold or consumed on the premises of the said cafe and said tenant agrees not to install or operate any gas pumps on the premises or sell service station supplies.

It is further agreed between the parties that said tenant may sub-lease said premises only upon the written approval of said lessor or landlord herein.

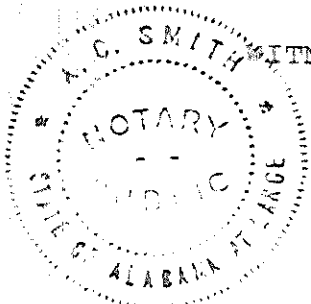
It is agreed between the parties that all improvements or installations installed in or affixed to the building or to the ground thereby shall become the property of the landlord upon termination or sub-leasing of said premises.

It is further agreed that the said tenant may, if deemed by her as necessary, terminate said lease upon a sixty days' notice in writing and such action being taken, the terms of said lease apply fully and completely except for the continued payment of cash rent which is thereby terminated at the expiration of the sixty days.

Said lessor agrees to pay the taxes on the real property. Said tenant may insure said property in such amounts as she may desire.

In the event of an act of God or catastrophe whereby the premises may be damaged beyond use or repair, said lease is terminated.

WITNESS our hands and seals this 3 day of November, 1964.



J. B. Shivers (SEAL)

Lela B. Smith (SEAL)

Executed in the presence of:

A. C. Smith  
Notary Public  
State of Ala. at Large

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 11/22/64 230  
Recorded 692 book 353 page 549-50  
L. D. Oliver  
Judge of Probate

BOOK 353 PAGE 550

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....J. B. SHIVER.....

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

.....J. B. SHIVER....., Defendant.....

by .....SULA E. SMITH.....

....., Plaintiff.....

Witness my hand this.....24.....day of.....March.....1967.....

.....*E.V.-3-28-67*.....*Deicef-noush*.....Clerk

SULA E. SMITH, )  
Plaintiff, )  
vs. )  
J. B. SHIVER, )  
Defendant. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, CASE NO. 7424

Comes now the Plaintiff in the above styled cause, and amends her Bill of Complaint filed in this cause to read as follows:

COUNT ONE

Plaintiff claims of the Defendant the sum of TEN THOUSAND (\$10,000.00) DOLLARS as damages for the breach of a written lease entered into by the Plaintiff with the Defendant on, to-wit: the 3rd day of November, 1964, and ending on April 1, 1970, a copy of said lease is attached to the original Bill of Complaint and incorporated herein as though fully set out..

That in and by the terms of said lease, the Plaintiff agreed for the rent being abated from a period of November 1, 1964 to April 1, 1965 and that the Plaintiff would install septic tanks, lines and facilities complete for two restrooms attached to the said building.

Plaintiff further avers that she agreed to improve the floor in the cafe building to meet the requirements of the Baldwin County Health Department.

Plaintiff avers that she has carried out all of the provisions of the said lease, but that the Defendant has breached the said lease in that Defendant has wrongfully and willfully entered upon the premises and harassed and intimidated your Plaintiff from the date of the inception of the said lease, and that the Defendant continued to harass her until she was forced to close her said business on, to-wit: the 1st day of July, 1965, and that due to the harassment from the Defendant, your Plaintiff has not been able to open her business from that date.

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 19 day of February 1969

Attorney for Plaintiff

ATTOREY FOR PLAINTIFF

Filed 2-19-69

Amie J. Kunkle  
secretary

694 A

